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MEMBERS OF THE NJ AND PA BAR
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Jeffrey Kurtzman, Esquire*
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July 6, 2018

Mr. Bill Keller
c/o Todd Lochner, Esquire
Lochner Law Firm, P.C.
91 Main Street, 4th Floor
Annapolis, MD 21401

Re: Opinion of Counsel of G-Force Sportfishing, Inc.

Dear Mr. Keller:

This firm is counsel to G-Force Sportfishing, Inc. (“G-Force” or the “Seller”), and in such capacity, we have been asked to render our opinion in connection with that certain Yacht Purchase and Sale Agreement, dated May 31, 2015 between G-Force Sportfishing, Inc., as Seller, and Bill Keller, as Buyer, and any amendments thereto, hereinafter collectively the “Agreement”, for the sale of the M/Y “G-Force,” a 2006 Caison 6a4 (USCG: 1178391 | HIN: CYE00002J506), hereinafter the “Yacht”, which is an asset of G-Force.

Unless otherwise defined herein, terms which are defined in the Agreement shall have the same meanings ascribed to such terms therein.

We have reviewed, among other documents, the Certificate of Incorporation and the By-Laws of G-Force, the Agreement, and such other corporate records and proceedings as we have deemed relevant or material and have conducted such other investigations as we have deemed necessary in order to render the opinions set forth below.

Based upon the foregoing, and having regard for such legal considerations as we have deemed relevant, we are of the opinion that:

1. G-Force is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified, in good standing and authorized to do business in all jurisdictions in which its business, as the same is presently being conducted, makes such qualification necessary.

2. G-Force has the full power, authority and legal right to execute and deliver the Agreement.

3. The Agreement has been duly authorized by all necessary corporate action of G-Force, and the Agreement constitutes the legal, valid and binding obligation of G-Force in accordance with its terms.

4. No other consent of the shareholders of G-Force or of any other person, firm or entity or the trustee or holder of any indebtedness or obligation of G-Force is or will be required as a condition to the validity or enforceability of the Agreement, except that the lien and security interest of Branch Banking and Trust Company ("BB&T") in or on the Yacht or, to the extent that such lien has been assigned, any successor secured party, must be satisfied or released at or prior to the closing of the transaction contemplated by the Agreement.

5. To the best of our knowledge, no registration with, consent or approval of, or the giving of notice to, any governmental agency or commission is necessary for the execution or delivery of the Agreement by G-Force or for performance by G-Force of the terms of the Agreement, or the validity and enforceability thereof.

6. To the best of our knowledge, there is no action, litigation or other proceeding pending or threatened against G-Force or any of G-Force's officers or shareholders before any court, arbitrator or administrative agency, which might result in any material adverse effect on the assets, business, financial condition or operations of G-Force to perform under the Agreement.

7. To the best of our knowledge, neither the execution nor delivery of the Agreement nor fulfillment of or compliance with the terms and provisions thereof, will contravene any provisions of law, including, without limitation, any statute, rule, regulation, judgment, decree, order, franchise, or permit applicable to G-Force, nor will such execution or delivery or such fulfillment or compliance conflict with or result in a material breach of the terms, conditions or provisions of, or constitute a default under the Certificate of Incorporation or By-Laws of G-Force or any contract, undertaking, indenture or other agreement or instrument by which G-Force is now bound or to which it is now a party.

8. Except for that certain BB&T Note and Security Agreement executed and delivered by G-Force to BB&T, G-Force is not a party to any contract, agreement, indenture or instrument or subject to any agreement, by-law or other corporate restriction, which individually or in the aggregate might materially adversely affect its financial condition, business or operations or which would in any way jeopardize the ability of G-Force to perform under the Agreement.

9. G-Force is a citizen of the United States of America within the meaning of the Shipping Act of 1916, as amended.

10. To the best of our knowledge, neither the Agreement nor the transactions contemplated therein violate any usury or other similar law of the States of Delaware, Maryland and/or Pennsylvania.

The opinion set forth in this letter is subject to the following qualifications:

A. Whenever any opinion or confirmation in this opinion is qualified by the words "to our knowledge", "known to us" or other words of similar meaning, such qualification means the conscious awareness of facts or other information by the primary lawyer or the primary lawyer group, as such are defined in Section 6-B of the Accord (as hereinafter defined), without any independent investigation.

B. The opinions expressed herein are limited to the federal laws of the United States of America and the laws of the Commonwealth of Pennsylvania, and this firm expresses no opinion as to any other laws or regulations.

C. The opinions given herein are set forth as of the date of this letter. This firm assumes no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to its attention to any change in laws that may hereafter occur.

D. This opinion letter is governed by, and shall be interpreted in accordance with, the Legal Opinion Accord (the "Accord") of the ABA Section of Business Law.

E. The opinions expressed herein are solely for the benefit of Bill Keller and may not be relied upon in any manner or for any purpose by any other person or entity, without this firm's express written consent.

We are admitted to practice law in the Commonwealth of Pennsylvania and do not express any opinion concerning any laws other than the laws of said Commonwealth or the United States of America. This Opinion is solely for the benefit of Bill Keller in connection with his proposed purchase of the Yacht and may not be quoted, or relied upon by, nor copies be delivered to, any other person or entity, or used for any other purpose, without our prior written consent.

Very truly yours,

KURTZMAN | STEADY, LLC

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